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UNITED STATES DISTRICT COURT FOR THE  
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1 Plaintiff, THOMAS E. PEREZ, Secretary of Labor, United States Department of Labor  
2 (“Plaintiff” or the “Secretary”), and Defendants National Consolidated Couriers, Inc. (“NCCI”),  
3 Tanweer Ahmed, individually and as managing agent for Defendant NCCI, Ironstone NCCI Logistics  
4 (“NCCI Logistics”), and Amira Khalaf, individually and as managing agent for Defendant NCCI  
5 Logistics (collectively, “Defendants”) have agreed to resolve the matters in controversy in this civil  
6 action and consent to the entry of this consent judgment (“Consent Judgment” or “Judgment”) in  
7 accordance herewith.

8 **I. STATEMENT BY THE PARTIES:**

9 A. The Secretary has concurrently filed a Complaint alleging that Defendants violated  
10 provisions of Sections 6, 7, 11 and 15 of the Fair Labor Standards Act of 1938, as amended  
11 (“FLSA” or the “Act”), 29 U.S.C. §§ 206, 207, 211 and 215.  
12 B. Defendants acknowledge receipt of a copy of the Secretary’s Complaint and waive answer.  
13 C. Defendants agree herein to voluntarily resolve all allegations of the Secretary’s Complaint.  
14 D. Defendants agree that this Court has jurisdiction over the parties and subject matter of this  
15 civil action and venue lies in the district court for the Northern District of California.  
16 E. Defendants agree to the entry of this Consent Judgment without contest.  
17 F. Defendants acknowledge that Defendants and any individual, agent, or entity acting on their  
18 behalf or at their direction (including but not limited to Tanweer Ahmed, Amira Khalaf,  
19 Sultan Bhatti, Shaheen Siddiqui, as well as Defendants’ personnel at all of their facilities,  
20 including Ahmed Sajjad, Saran Singh, Robert Bonilla, Roy Washington, and Mario Sorto)  
21 have notice of, and understand, the provisions of this Consent Judgment.  
22 G. Since at least April 5, 2010, Defendant NCCI has been a business engaged in providing  
23 courier services to clients in various industries throughout California and is an enterprise  
24 engaged in commerce or in the production of goods for commerce within the meaning of  
25 Section 3(s)(1)(A) of the FLSA, 29 U.S.C. 203(s)(1)(A).  
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1 H. Since at least April 5, 2010, Defendant NCCI employed drivers who delivered and picked  
2 up packages and other goods for NCCI's customers, at NCCI's direction ("NCCI Drivers").  
3 The Secretary found that NCCI Drivers wore an NCCI badge when making deliveries to  
4 NCCI's customers. The Secretary found that NCCI Drivers did not negotiate the rates paid  
5 by NCCI customers to NCCI. The Secretary found that the drivers were required to submit  
6 proofs of delivery and route manifests to NCCI every day, and that NCCI had the power to  
7 warn, retrain or otherwise discipline drivers for performance issues.

8 I. The Secretary found that NCCI Drivers are employees within the meaning of the FLSA and  
9 entitled to all of the provisions and safeguards guaranteed under the FLSA to employees,  
10 including the wage provisions and protections from retaliation and discrimination.

11 J. The Secretary found that NCCI Drivers and office staff are covered by the provisions of the  
12 FLSA because they are employees employed in an enterprise engaged in commerce or in  
13 handling or otherwise working on goods or materials that have been moved in or produced  
14 for commerce, within the meaning of FLSA Section 3(s)(1), 29 U.S.C. § 203(s)(1).

15 K. The Secretary found that Defendant Ahmed has been the owner and President of Defendant  
16 NCCI, exercising operational and managerial control over the company and its drivers. The  
17 Secretary found that Defendant Ahmed is an employer of the NCCI Drivers within the  
18 meaning of FLSA Section 3(d), 29 U.S.C. § 203(d) in that he has acted directly or indirectly  
19 in the interests of NCCI in relation to its employees.

20 L. Defendant Ahmed represents that NCCI is no longer operating, it will not operate in the  
21 future either under the name of NCCI or any other name, and he has no ownership or other  
22 interest in NCCI Logistics.

23 M. Since February of 2015, Defendant NCCI Logistics has been a business engaged in  
24 providing courier services to clients in various industries throughout California and is an  
25 enterprise engaged in commerce or in the production of goods for commerce within the  
26 meaning of Section 3(s)(1)(A) of the FLSA, 29 U.S.C. 203(s)(1)(A).

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1 N. Defendant NCCI Logistics employs drivers who deliver and pick up packages and other  
2 goods for NCCI Logistics' customers, at NCCI Logistics' direction ("NCCI Logistics'  
3 Drivers"). Many of the company's current drivers previously worked for NCCI.

4 O. The Secretary found that NCCI Logistics Drivers are employees within the meaning of the  
5 FLSA and entitled to all of the provisions and safeguards guaranteed under the FLSA to  
6 employees, including the wage provisions and protections from retaliation and  
7 discrimination.

8 P. The Secretary found that NCCI Logistics' Drivers are covered by the provisions of the  
9 FLSA because they are employees employed in an enterprise engaged in commerce or  
10 handling, or otherwise working on goods or materials that have been moved in or produced  
11 for commerce, within the meaning of FLSA Section 3(s)(1), 29 U.S.C. § 203(s)(1).

12 Q. Defendant Khalaf is the owner and president of NCCI Logistics. The Secretary found that  
13 Defendant Khalaf exercises operational and managerial control over NCCI Logistics and its  
14 drivers. The Secretary found that Defendant Khalaf is an employer of the NCCI Logistics  
15 Drivers within the meaning of FLSA Section 3(d), 29 U.S.C. § 203(d).

16 R. All Defendants agree that Drivers and all office staff, will be classified by NCCI Logistics  
17 and Khalaf as employees on a going-forward basis. This includes all Drivers who  
18 previously worked for NCCI and who currently are engaged by NCCI Logistics. NCCI  
19 Logistics and Khalaf will take steps immediately toward ensuring that all Drivers and office  
20 staff are classified as employees and will complete this process by no later than ninety (90)  
21 calendar days from the date of entry of this Consent Judgment.

22 S. The Secretary found that the provisions and safeguards guaranteed under the FLSA to  
23 employees, including but not limited to those found in Sections 6, 7, 11 and 15, apply to the  
24 NCCI and NCCI Logistics' employees covered by this Consent Judgment, including drivers  
25 and office personnel.

26 T. All Defendants understand and expressly acknowledge that demanding or accepting any of  
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1 the monies due to any employees under the terms of this Consent Judgment, threatening any  
2 employee for accepting monies due under this Consent Judgment, or threatening any  
3 employee for exercising any of his or her rights under the FLSA is specifically prohibited  
4 and may subject Defendants to equitable and legal damages, including punitive damages  
5 and civil contempt.

6 U. All Defendants understand and expressly acknowledge that it is “unlawful for any  
7 person...to discharge or in any other manner discriminate against any employee because  
8 such employee has filed any complaint or instituted or caused to be instituted any  
9 proceeding under [the FLSA], or has testified or is about to testify in any such  
10 proceeding...” See 29 U.S.C. § 215(a)(3). Defendants understand and expressly  
11 acknowledge that it is illegal to retaliate in any manner against any employee, including the  
12 Drivers, because he or she has participated in the instant proceedings by *inter alia* talking to  
13 or providing information to the Secretary’s representatives or in any way pursuing his or her  
14 rights under the FLSA. Defendants further understand and expressly acknowledge that  
15 taking any retaliatory actions against any employee or person in violation of the FLSA and  
16 the express terms of this Consent Judgment may subject Defendants to equitable and legal  
17 damages, including punitive damages and civil contempt. Defendant Ahmed understands  
18 and expressly acknowledges that any intentional or willful interference with the operations  
19 or contractual relationships of NCCI Logistics, with the effect of damaging or closing the  
20 business operations and impacting the jobs or working conditions of Drivers or other  
21 employees, may be construed as unlawful retaliation against the employees of NCCI  
22 Logistics.

23 Having considered the submissions made in connection with the proposed settlement, the  
24 representations, arguments, recommendation of counsel for the parties, and the requirements of law, the  
25 Court hereby makes the following findings of fact and conclusions of law in support of its Final Order  
26 and Judgment approving the Consent Judgment.  
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1           **II. FINDINGS OF FACT AND CONCLUSIONS OF LAW:**

2           A. The Secretary has concurrently filed a Complaint alleging that all Defendants violated  
3           provisions of Sections 6, 7, 11 and 15 of the Fair Labor Standards Act of 1938, as amended  
4           ("FLSA" or the "Act"), 29 U.S.C. §§ 206, 207, 211, and 215.

5           B. All Defendants have received a copy of the Secretary's Complaint and waived answer to the  
6           Complaint.

7           C. This Court has jurisdiction over the parties and subject matter of this civil action, and venue  
8           lies in the district court for the Northern District of California.

9           D. All Defendants have agreed to the entry of this Consent Judgment without contest.

10          E. All Defendants and any individual or entity acting on their behalf or at their direction  
11           (including but not limited to Tanweer Ahmed, Amira Khalaf aka Amira Enderiz, Sultan  
12           Bhatti, Shaheen Siddiqui, as well as Defendant's personnel at all of its facilities, including  
13           Ahmed Sajjad, Saran Singh, Robert Bonilla, Roy Washington, and Mario Sorto) have notice  
14           of, and understand, the provisions of this Consent Judgment.

15          F. Since at least April 5, 2010, Defendant NCCI has been a business engaged in providing  
16           courier services to clients in various industries throughout California and is an enterprise  
17           engaged in commerce or in the production of goods for commerce within the meaning of  
18           FLSA § 3(s)(1).

19          G. Since February 2015, Defendant NCCI Logistics has been a business engaged in providing  
20           courier services to clients in various industries throughout California and is an enterprise  
21           engaged in commerce or in the production of goods for commerce within the meaning of  
22           FLSA § 3(s)(1).

23          H. Since February of 2015, Defendants NCCI Logistics and Khalaf employed couriers or  
24           drivers who delivered and picked-up various goods for NCCI Logistics' customers, and at  
25           NCCI's direction ("NCCI Logistics Drivers").

26          I. Defendant Khalaf is the owner and president of NCCI Logistics.

1 J. Demanding or accepting any of the monies due to any employees under the terms of this  
2 Consent Judgment, threatening any employee for accepting monies due under this Consent  
3 Judgment, or threatening any employee for exercising any of his or her rights under the  
4 FLSA is specifically prohibited and may subject Defendants to equitable and legal damages,  
5 including punitive damages and civil contempt.

6 K. Discharging, threatening to discharge, reducing a work schedule, or in any other manner  
7 discriminating against any employee as a result of this litigation or an employee's  
8 participation herein, is specifically prohibited and may subject Defendants to equitable and  
9 legal damages, including punitive damages and civil contempt.

10 **III. JUDGMENT**

11 Therefore, upon the agreement of the parties to this action,

12 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that pursuant to Section 17 of  
13 the FLSA, 29 U.S.C. § 217, Defendants, and their officers, agents, servants, employees, successor  
14 companies, parties in interest, and all persons in active concert or participation with them, including but  
15 not limited to Tanweer Ahmed, Amira Khalaf, Sultan Bhatti, Shaheen Siddiqui, Ahmed Sajjad, Saran  
16 Singh, Robert Bonilla, Roy Washington, and Mario Sorto are hereby permanently enjoined and  
17 restrained from violating the provisions of the FLSA, in any of the following manners:

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19 1. Defendants shall not, contrary to the FLSA, misclassify any employee as an independent  
20 contractor or otherwise as a non-employee, but shall treat and properly classify said  
21 individuals as employees who enjoy all protections and safeguards guaranteed under the  
22 FLSA, including but not limited to those found in Sections 6, 7, 11, and 15 of the Act.

23 2. Defendants shall not, contrary to Sections 6 and 15(a)(2) of the FLSA, pay any of their  
24 employees who in any workweek are employed in an enterprise engaged in commerce or in  
25 the production of goods for commerce, within the meaning of the FLSA, wages at a rate less  
26 than \$7.25 per hour (or at a rate less than such other applicable minimum rate as may  
27 hereinafter be established by amendment to the FLSA).

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- 1       3. Defendants shall not, contrary to Sections 7 and 15(a)(2) of the FLSA, pay any of their  
2           employees who are employed in an enterprise engaged in commerce or in the production of  
3           goods for commerce, within the meaning of the FLSA, less than one and one-half times the  
4           employees' regular rates for hours worked in excess of 40 hours in a workweek.
- 5       4. Defendants shall not, contrary to Sections 11(c) and 15(a)(5) of the FLSA fail to make, keep  
6           and preserve records of their employees and of the wages, hours, and other conditions and  
7           practices of employment maintained by them as prescribed by the regulations issued, and  
8           from time to time amended, pursuant to Section 11(c) of the FLSA and found in 29 C.F.R.  
9           Part 516.
- 10      5. Defendants shall not, contrary to Section 11(a) and 15(a)(3) of the FLSA interfere with the  
11           Secretary's ability to investigate violations of the FLSA. Among other things, subject to  
12           legal and any other appropriate objections, Defendants shall promptly supply records  
13           requested by the Secretary for purposes of an investigation, shall not destroy any records  
14           relevant to an investigation and shall not intimidate or discourage any employee from  
15           cooperating with the Secretary's investigation or providing truthful information or records.
- 16      6. Defendants shall not, contrary to Section 15(a)(3) of the FLSA discharge, threaten to  
17           discharge, lay off, reduce the work schedule or wages, intimidate, or in any other manner  
18           discriminate against any employee as a result of this litigation or because such employee has  
19           filed any complaint under or related to the FLSA or has spoken or provided information to  
20           the Secretary's representatives in connection with this litigation.
- 21      7. Defendants NCCI and Ahmed, jointly and severally, shall not withhold payment of  
22           \$2,500,000, which constitutes the unpaid minimum wage and overtime compensation  
23           agreed to be due to the present and former NCCI employees who will be identified by name,  
24           periods of employment, and amounts owed in an Exhibit A, to be filed forthwith with the  
25           Court as a supplemental filing ("Backwage Calculation").

1           **FURTHER, PURSUANT TO THE PARTIES' AGREEMENT, JUDGMENT IS HEREBY**  
2           **ENTERED**, pursuant to Section 16(c) of the FLSA, 29 U.S.C. § 216, in favor of the Secretary and  
3           against Defendants NCCI and Ahmed, jointly and severally, in the total amount of **\$5,000,000**, which  
4           includes the unpaid minimum wage and overtime compensation referenced in paragraph 7 to the  
5           present and former NCCI employees who will be identified by name, periods of employment, and  
6           amounts owed in an Exhibit A, to be filed forthwith with the Court as a supplemental filing, and made a  
7           part hereof ("Backwage Calculation"), plus an additional equal amount of **\$2,500,000** as statutorily  
8           authorized liquidated damages ("Liquidated Damages"), for a total of **\$5,000,000**. Defendants NCCI  
9           and Ahmed shall make payments to the Wage Hour Division of the United States Department of Labor  
10          totaling **\$5,000,000**, by delivering to Wage and Hour Division, United States Department of Labor,  
11          Attn: District Director Susana Blanco, 90 Seventh Street, Suite 12-100, San Francisco, California,  
12          94103 the following:

- 14           a.       By no later than forty-five (45) calendar days from the parties' June 9, 2015  
15           settlement conference, or **July 24, 2015**, Defendants NCCI and Ahmed shall deliver a  
16           schedule containing: (1) the employer's name, employer identification number, employer  
17           addresses and telephone number; and (2) the names, last known home addresses, Social  
18           Security numbers, home telephone numbers, mobile telephone numbers, and gross amount  
19           of back wages for each employee listed in Exhibit A, which will be filed forthwith.
- 20           b.       By no later than **July 24, 2015**, Defendants NCCI and Ahmed shall deliver a  
21           certified or cashier's check or money order, with the words "NCCI-LDs" written thereon,  
22           payable to the order of the "Wage & Hour Div., Labor," in the amount of \$2,500,000, in  
23           payment of the liquidated damages agreed to be due under this Judgment.
- 24           c.       By no later than **July 24, 2015**, Defendants NCCI and Ahmed shall deliver a  
25           certified or cashier's check or money order, with the words "NCCI-BWs" written thereon,  
26           payable to the order of the "Wage & Hour Div., Labor," in the amount of \$500,000,  
27           towards partial payment of the backwages agreed to be due under this Judgment.

1           d. Beginning on or before August 24, 2015, Defendants NCCI and Ahmed shall  
2 make ten equal consecutive monthly payments of \$200,000, by certified or cashier's check  
3 or money order with the words "NCCI-BWs" written thereon, payable to the order of the  
4 "Wage & Hour Div., Labor," towards payment of the backwages agreed to be due under  
5 this Judgment.

6           e. All amounts owed towards payment of the liquidated damages and backwages  
7 shall be made by no later than May 24, 2016. There is no penalty for early payment.

8           f. Neither NCCI Logistics nor Khalaf are, nor shall either be liable for any of the  
9 amounts stated in this Section 7.

10          8. In the event of a default in the timely making of the payments specified in this Consent  
11 Judgment, the full gross amount outstanding due under this Consent Judgment, plus post-  
12 judgment interest at the rate of 10% per year from the date of this Consent Judgment until  
13 the amount of this Consent Judgment is paid in full, shall become immediately due and  
14 payable directly to the U.S. Department of Labor by certified check to the Wage and Hour  
15 Division ("Wage and Hour"). For the purposes of this paragraph, a "default" is deemed to  
16 occur if payment is not received by Wage and Hour within five (5) calendar days of the due  
17 date.

18          9. Upon receipt of the payments detailed *supra*, the Secretary shall distribute said payments to  
19 the persons named in Exhibit A, which will be filed forthwith, or to their estates if that be  
20 necessary, in his sole discretion, and any monies not so paid within a period of three (3)  
21 years from the date of its receipt, because of an inability to locate the proper persons or  
22 because of their refusal to accept it, shall be then deposited in the Treasury of the United  
23 States, as miscellaneous receipts, pursuant to 29 U.S.C. § 216(c).

24          10. Within thirty (30) calendar days of signing this Consent Judgment, Defendant Ahmed shall  
25 provide to the Secretary deeds of trust or other documents constituting a security interest in  
26 his personal residences located at: 1640 S. Tenaya Way, Las Vegas, NV 89117; and 28844  
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Oaks on the Water, Montgomery, TX 77356. Defendant Ahmed shall also provide the most recent available appraisal and mortgage information in his possession or control regarding both residences. Defendant Ahmed represents that the combined unencumbered value of the two residences exceeds \$2,000,000. If, in his sole discretion, the Secretary determines that the combined unencumbered value of the two residences is less than \$2,000,000, Defendant Ahmed shall provide documents constituting a security interest to additional properties so that the combined unencumbered value of all properties for which he has provided documents constituting a security interest exceeds \$2,000,000. The Secretary shall return the documents constituting a security interest to Defendant Ahmed upon satisfaction of the payment requirements totaling \$5,000,000, *supra*, by Defendants Ahmed and NCCI.

11. For a time period of one (1) year following entry of this Consent Judgment, Defendant  
12 Ahmed shall be required to promote compliance with the FLSA at the direction of the  
13 Secretary to courier and food industry trade groups and to professional groups with which  
14 Ahmed is affiliated. This compliance promotion by Defendant Ahmed shall include an  
15 express acknowledgement that misclassification is unlawful and provides an unfair  
16 competitive advantage to employers that engage in it.
- 17 12. Upon entry of this Consent Judgment, Defendants NCCI Logistics and Khalaf shall  
18 immediately begin the process to classify all Drivers and office staff as employees, with all  
19 the provisions and safeguards guaranteed by the FLSA, including payment of minimum  
20 wage and overtime, and protection from retaliation. Defendants NCCI Logistics and Khalaf  
21 shall ensure that all employees are properly classified as employees by no later than ninety  
22 (90) calendar days from entry of this Consent Judgment.
- 23 13. Defendants NCCI Logistics and Khalaf shall provide written verification to the Secretary  
24 that all Drivers and office staff have been properly classified as employees. Specifically,  
25 Defendants NCCI Logistics and Khalaf shall provide pay stubs for all employees to the  
26 Secretary for five (5) consecutive pay periods immediately following the expiration of  
27 ninety (90) days from entry of this Consent Judgment. When available, Defendants NCCI  
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1 Logistics and Khalaf shall also furnish to the Secretary the forms W-2 for Drivers and office  
2 staff.

3 14. Within ten (10) business days of the date of entry of this Consent Judgment, Defendants  
4 NCCI Logistics and Khalaf shall provide each of their current employees with a copy of the  
5 notice of rights, attached hereto as Exhibit B, which summarizes the terms of this Consent  
6 Judgment and provides direct guidance from the U.S. Department of Labor regarding  
7 employees' rights, including protection from retaliation, under the FLSA ("Notice of  
8 Rights"). Defendants shall redistribute this Notice of Rights to each employee annually, for  
9 a period of three (3) years from the date of entry of this Consent Judgment.

10 a. In the event NCCI Logistics is informed in writing by an employee or the  
11 Secretary that the native language of any employee of NCCI Logistics is a language other  
12 than English, NCCI Logistics shall ensure that the Notice of Rights is properly translated  
13 into that language within a week.

14 b. NCCI Logistics shall provide a copy of the Notice of Rights to all newly hired  
15 employees before or by the date said employee begins performing work for them.

16 c. Within ten (10) business days of entry of this Consent Judgment and Order,  
17 Defendants Khalaf and NCCI Logistics shall post a copy of Exhibit B in a prominent  
18 location at all of their facilities and locations in California, and shall do the same at any  
19 future facility within ten (10) business days of it beginning operations. This provision shall  
20 remain in effect for three (3) years from entry of this Consent Judgment.

21 15. Within ten (10) business days of the date of entry of Consent Judgment, Defendants NCCI  
22 Logistics and Khalaf shall post U.S. Department of Labor-approved posters regarding the  
23 minimum wage and overtime provisions of the FLSA, in a prominent location at all of their  
24 facilities or locations in California, and Defendants shall do the same at any future facility  
25 within ten (10) business days of it beginning operations. Copies of said posters are available  
26 for download and printing at: <http://www.dol.gov/whd/regs/compliance/posters/flsa.htm>.

1       16. Within ten (10) business days of the date of entry of this Consent Judgment, Defendants  
2           NCCI Logistics and Khalaf shall implement a recordkeeping, retention, and inspection  
3           program as detailed below:

4           a.       All employees shall record their work time in an accurate and timely manner,  
5           whether such recording be made through the use of a time clock, handwritten time records,  
6           or by other means ("Time Records"). Work time shall include, but is not necessarily limited  
7           to, time spent by individuals: making deliveries or pick-ups on behalf of Defendants,  
8           waiting time at Defendants' customers' locations, and waiting for dispatches.

9           b.       For each work week, Defendants shall sum each employee's Time Records to  
10          identify the time worked each day and each workweek per individual. Each pay period,  
11          Defendants shall prepare a statement of hours worked by each individual for each day, week  
12          and pay period ("Work Hours Summary"). Defendants shall have each individual review  
13          his or her Work Hours Summary, write in corrections if necessary, and sign the Work Hours  
14          Summary. Each Work Hours Summary shall contain a statement indicating that:

15           **"Your Employer must pay you for all hours worked, which includes  
16           all time that you are required to be on the Employer's premises and  
17           are not free from duties. If you think your Employer has not paid  
18           you for all hours you worked, you can call the U.S. Department of  
19           Labor to make a confidential complaint at 1-866-4US-WAGE."**

20          Immediately upon issuance and for three (3) years thereafter, Defendants NCCI Logistics  
21          and Khalaf shall maintain copies of all Work Hours Summaries for inspection by the  
22          Secretary or any of Defendants' employees at any time.

23       17. Within four (4) months of the date that Defendants sign this Consent Judgment, or as soon  
24          as thereafter practicable given Wage and Hour representatives' availability, Defendants  
25          NCCI Logistics and Khalaf shall permit representatives from Wage and Hour to conduct  
26          training sessions for all employees, to be conducted at Defendants' facilities. Defendants'  
27  
28

1 employees from all locations and facilities shall be required to attend the training, which  
2 shall be compensable time for which employees shall receive pay. Topics to be covered by  
3 Wage and Hour during said training shall include, but are not limited to: minimum wage,  
4 overtime, and recordkeeping provisions of the FLSA; specific considerations relating to  
5 misclassification in the courier industry; and anti-retaliation provisions of the FLSA. Upon  
6 a determination by Wage and Hour representatives, said training may be followed by a  
7 confidential question and answer session between Wage and Hour representatives and  
8 Defendant's employees, during which time Defendants' non-driver employees are not  
9 present ("Q&A Session"). The Q&A Session shall also be compensable time for which  
10 employees shall receive pay.

11

12 18. The filing, pursuit, and/or resolution of this proceeding with the filing of this Consent  
13 Judgment shall not act as, or be asserted as, a bar to any action under Section 16(b) of the  
14 FLSA, 29 U.S.C. § 216(b), as to any employee not named on the forthcoming Exhibit A, nor  
15 as to any employee named on the forthcoming Exhibit A for any period not specified herein  
16 for the back wage recovery provisions.

17 19. Each party shall bear all fees and other expenses (including court costs and attorney's fees)  
18 incurred by such party in connection with any stage of this proceeding including but not  
19 limited to attorneys' fees and costs that may be available under the Equal Access to Justice  
20 Act.

21 20. IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this action for  
22 purposes of enforcing compliance with the terms of this Consent Judgment for ~~five~~ three years.  
23  
**IT IS SO ORDERED.**

24  
25  
26 Dated: July 15, 2015.

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Honorable William Alsup  
United States District Judge

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3 RONALD ARENA  
4 ARENA HOFFMAN LLP  
5 Attorneys for Defendants NCCI and Tanweer  
Ahmed

6 Dated: 7/8/15  
7  
8

9 TANWEER AHMED  
10 Individually and as managing agent for Defendant  
NCCI

11 Dated: \_\_\_\_\_  
12  
13

14 SULTAN BHATTI  
15 As managing agent for Defendant NCCI

16 Dated: \_\_\_\_\_  
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19 NINA YABLOK  
LAW OFFICE OF NINA YABLOK  
20 Attorneys for Defendants Amira Khalaf and NCCI  
Logistics

21 Dated: \_\_\_\_\_  
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24 AMIRA KHALAF  
25 Individually and as managing agent for Defendant  
NCCI Logistics

26  
27 Dated: \_\_\_\_\_  
28

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Counsel for FLSA

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ANDREW SCHULTZ  
Trial Attorneys  
Attorneys for Plaintiff

Dated: \_\_\_\_\_

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ARENA HOFFMAN LLP  
Attorneys for Defendants NCCI and Tanweer  
Ahmed

6

Dated: \_\_\_\_\_



TANWEER AHMED

Individually and as managing agent for Defendant  
NCCI

11

Dated: 07/08/2015

12

SULTAN BHATTI

As managing agent for Defendant NCCI

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Dated: \_\_\_\_\_

18

NINA YABLOK

LAW OFFICE OF NINA YABLOK

Attorneys for Defendants Amira Khalaf and NCCI  
Logistics

22

Dated: \_\_\_\_\_

23

AMIRA KHALAF

Individually and as managing agent for Defendant  
NCCI Logistics

27

Dated: \_\_\_\_\_

28

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Logistics

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25 Individually and as managing agent for Defendant  
NCCI Logistics  
26

27 Dated: \_\_\_\_\_  
28

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JANET M. HEROLD  
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SUSAN SELETSKY  
Counsel for FLSA

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Attorneys for Plaintiff

Dated: \_\_\_\_\_

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5 Attorneys for Defendants NCCI and Tanweer  
Ahmed

6 Dated: 7/6/15

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11 Dated: \_\_\_\_\_

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NATALIE NARDECCIA  
ANDREW SCHULTZ  
Trial Attorneys  
Attorneys for Plaintiff

13 Dated: \_\_\_\_\_

14 SULTAN BHATTI  
15 As managing agent for Defendant NCCI

16 Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

18 NINA YABLOK  
19 LAW OFFICE OF NINA YABLOK  
20 Attorneys for Defendants Amira Khalaf and NCCI  
Logistics

21 Dated: 7/8/15

23 *Amira Khalaf*  
24 AMIRA KHALAF  
25 Individually and as managing agent for Defendant  
NCCI Logistics

27 Dated: 7/8/15

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3 RONALD ARENA  
4 ARENA HOFFMAN LLP  
5 Attorneys for Defendants NCCI and Tanweer  
6 Ahmed

7 Dated: \_\_\_\_\_  
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11 NCCI

12 Dated: \_\_\_\_\_  
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21 Logistics

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26 NCCI Logistics

27 Dated: \_\_\_\_\_  
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BENJAMIN BOTTS  
NATALIE NARDECCHIA  
ANDREW SCHULTZ  
Trial Attorneys  
Attorneys for Plaintiff

Dated: July 10, 2015

## Exhibit B

## **LEGAL NOTICE TO ALL EMPLOYEES**

The United States Department of Labor conducted an investigation of National Consolidated Couriers, Inc. (“NCCI”) and has determined that drivers who work on behalf of NCCI (“you”), were misclassified as “independent contractors,” and should instead have been treated as “employees” because your work is controlled by NCCI and you are not independent business people.

In a settlement with the United States Department of Labor, NCCI and NCCI Logistics have voluntarily agreed to properly classify all drivers as employees, rather than as independent contractors, to pay the agreed-upon back wages and liquidated damages owed to you, and to take other steps to ensure that all employees are paid properly under the Fair Labor Standards Act (“FLSA”).

The FLSA requires that all employees must be paid minimum wage for all hours worked, including time spent waiting for a dispatch or delivery, as well as overtime wages for hours worked over 40 in a workweek. The FLSA also provides that all employees are protected from retaliation or discrimination. This means that no one from NCCI, including Tanweer Ahmed, and no one from NCCI Logistics, can terminate you, threaten to terminate you, reduce your work or your pay, or in any way retaliate or discriminate against you because you have spoken to anyone at the Department of Labor, testified in this case, or in any way tried to enforce your rights under the FLSA.

The United States Department of Labor wants to remind you that you may contact the Department if you have any question about your employment situation, such as your classification as an employee (versus independent contractor) and your rights to lawful wages and to be free from retaliation.

If you think you are not being paid in accordance with the law, you can call the United States Department of Labor, Wage and Hour Division, at (415) 625-7720 or 1-866-4-USWAGE (1-866-487-9243), and your name will be kept confidential.

The Department also reminds you that you have employment rights under California state law and you may contact the California Division of Labor Standards Enforcement, at (415) 703-5300, for any questions you may have about those rights.